

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

LORETTA RIESER,	:	
Plaintiff,	:	CIVIL ACTION
	:	
v.	:	
	:	
STANDARD LIFE INSURANCE CO. , et al.,	:	No. 03-5040
Defendants.	:	

MEMORANDUM AND ORDER

Schiller, J.

June 24, 2004

Presently before the Court is Plaintiff's Motion for Reconsideration of the Court's Order dated May 25, 2004, dismissing all claims against Defendant Canada Life Assurance Company. For the reasons set out below, the Court denies Plaintiff's motion.

As the Third Circuit has stated:

The purpose of a motion for reconsideration . . . is to correct manifest errors of law or fact or to present newly discovered evidence. Accordingly, a judgment may be altered or amended if the party seeking reconsideration shows at least one of the following grounds: (1) an intervening change in the controlling law; (2) the availability of new evidence that was not available when the court granted the motion for summary judgment; or (3) the need to correct a clear error of law or fact or to prevent manifest injustice.

Max's Seafood Cafe ex rel. Lou-Ann, Inc. v. Quinteros, 176 F.3d 669, 677 (3d Cir. 1999) (internal citations omitted).

Plaintiff proposes two grounds for reconsideration. First, Plaintiff argues that this Court's Order is "contrary to the principles of notice pleading" because the Amended Complaint averred that Plaintiff was covered under the Canada Life Assurance Company's life insurance policy. (Pl.'s Mot. for Recons. at 1.) In support, Plaintiff cites cases for the general proposition, which was

acknowledged in this Court's Order, that courts considering a motion to dismiss "must accept as true the factual allegations in the complaint and all reasonable inferences that can be drawn therefrom." (*Id.* (citing *Nami v. Fauver*, 82 F.3d 63, 65 (3d Cir. 1996).) As stated in the original Order, a court may consider, in addition to the complaint, an undisputably authentic document attached to a defendant's motion where the plaintiff's claims are based on that document. *Pension Benefit Guar. Corp. v. White Consol. Indus.*, 998 F.2d 1192, 1196 (3d Cir. 1993). If this Court were not permitted to do so, "a plaintiff with a legally deficient claim could survive a motion to dismiss simply by failing to attach a dispositive document on which it relied." *Pension Benefit Guar. Corp.*, 998 F.2d at 1196; *Goodwin v. Elkins & Co.*, 730 F.2d 99, 113 (3d Cir. 1984) (Becker, J., concurring) ("A contrary holding would enable plaintiffs to survive a 12(b)(6) motion where the terms of the document on which the claim is based would render the complaint insufficient as a matter of law, simply by refusing to attach the document to the complaint.") Thus, Plaintiff's bare assertion that he was covered by the Canada Life policy could not withstand Defendant's motion to dismiss in light of this Court's conclusion that "under the clear and unambiguous terms of both the detailed plan document and the [Summary Plan Document], Mr. Rieser was not an insured under the Canada Life plan." (Memo. and Order dated May 25, 2004 at 6.)

Plaintiff's second proposed ground for reconsideration is that this Court's Order is based on an unwarranted and inaccurate assumption of fact. In its Order, this Court found that because, according to Plaintiff's allegations, Mr. Rieser was not "actively at work" when the Canada Life policy went into effect on November 1, 2000, he was not covered under its terms, which explicitly stated that it applied only to those employees who were "actively at work" on the effective date or who later became full time employees "actively at work" after the effective date. *Id.* at 5. This

Court's conclusion was not an "assumption of fact." Rather, the conclusion was a legal determination based upon both a clear contract provision and Plaintiff's own admission that Mr. Rieser was not "actively at work" at the time of the policy's effective date. (Am. Compl. ¶¶ 11-12.) Furthermore, Plaintiff's response to Defendant's motion to dismiss made no attempt to argue that the "actively at work" requirement was not applicable to Mr. Rieser.¹ Nonetheless, Plaintiff now argues that she has "uncovered ample evidence to support her claim that at the time of his death her husband had life insurance coverage under the Canada Life group insurance policy." (Pl.'s Mot. for Recons. at 4.) The "ample evidence" that Plaintiff presents to this Court, however, which can be characterized as ambiguous and, at times, irrelevant, fails to demonstrate that Mr. Rieser was insured under a Canada Life insurance policy.² Plaintiff has not provided evidence that Gross-Given paid premiums to Canada Life on behalf of Mr. Rieser or that Canada Life ever received premium payments on behalf of Mr. Rieser, despite the fact that such evidence, if it exists, should be readily ascertainable.

For the reasons stated above, this Court denies Plaintiff's motion for reconsideration. An appropriate Order follows.

¹ In fact, Plaintiff's counsel stated that a response to Defendant's argument was unnecessary. (Pl.'s Resp. to Def.'s Mot. to Dismiss at 2 ("Plaintiff disputes many of the assertions that Canada Life presents as uncontested facts. There is no need, however, to detail such disputes . . .").)

² For example, Plaintiff claims that the deposition testimony of Gross Given's Director of Human Resources, David Riccio, establishes Mr. Rieser's coverage under a Canada Life insurance policy. In his testimony, however, Mr. Riccio clearly states that he did not know any of the specific arrangements regarding Gross Given's change of insurance providers from Standard Life Insurance Company to Canada Life, and that he did not know if premium payments were ever made to Canada Life on behalf of Mr. Rieser. (Riccio Dep. at 16, 27.)

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ORDER

AND NOW, this **24th** day of **June, 2004**, upon consideration of Plaintiff's Motion for Reconsideration and the response thereto, it is hereby **ORDERED** that Plaintiff's Motion for Reconsideration (Document No. 52) is **DENIED**.

BY THE COURT:

Berle M. Schiller, J.